Dorset County Council

User Guide

Framework for the Supply of Rock Salt for Winter Highway Maintenance

Reference: SWCE-96KGWQ

Issue No.1

1 October 2013 to 30 September 2016

Provision to extend for a further 12 months

User Guide

Introduction

This User Guide outlines the Framework Agreement in respect of the following:

Contractors to supply and deliver Rock Salt for Winter Highway Maintenance
Reference: SWCE-96KGWQ

Awarded Contractors **(full details on page 3)**

Salt Union Ltd	Salt Sales Co.

Framework Point of Contact

We have endeavoured to outline basic information within the User Guide however if further details are required or you have a query on any aspect of this agreement then please do contact the lead below.

Contact:

Adam Langston, Assistant Category Manager.
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Awarded Contractors' Details

Below are the points of contact.

Salt Union Ltd Bradford Road, Winsford, Cheshire, CW7 2PE **Tel:** 0844 415 8048 **Point of contact:** Michael Broughton, Commercial Manager **E-mail**: **michaelbroughton@compassminerals.co.uk**
Salt Sales Co. 10 Fort Road, Carrickfergus, Co. Antrim, N Ireland, BT38 9BT **Tel:** 028 9335 1151 **Point of contact:** David Lee, Contracts Manager **E-mail: sales@irishsaltmining.com**

Operation of the Framework

1. Award of Call-Off Contract By Direct Award

1.1. If the Council decides to source Services through the Framework Agreement it may award a Call-Off Contract in accordance with the terms of the Framework Agreement without reopening competition.

1.2. The Council may directly award a Call-Off Contract if a comparison is possible between the Contractor's provision, which for this Framework will primarily be in consideration of the rates submitted as set out in the Pricing Schedule, and the Contractor has capacity plus the ability to meet the requirements of the Call-Off Contract such as delivery.

1.3. Using this approach, the Council may not reopen competition under the Framework and will not engage in substantive negotiations with the Contractor.

2. Award of Call-Off Contract By Conducting Further Competition

2.1.1. Where the terms laid down in the Framework Agreement are not precise or complete enough for the particular call-off, further competition will be held amongst all those Contractors on the Framework Agreement that are capable of meeting the particular requirement. An example of a further competition would be for a Summer restock where significant volume would be required.

2.1.2. The basic terms and conditions of the Framework cannot be renegotiated and the specification used in setting up the Framework cannot be substantively changed.

2.1.3. **Price:** The Council may conduct further competition based on evaluation of 100% price where it is seeking best price from Contractors to meet the particular circumstances of the individual Call-Off Contract, and no element of quality is to be evaluated.

2.1.4. **Price and Quality:** The Council, when conducting further competition, may at its option vary the percentage weighting ratios of Price and Quality as part of any further competition if both quality and price are to be evaluated.

2.1.5. The Council may wish to conduct further competition to reflect particular circumstances for the individual call-off and weigh the evaluation / award criteria according to the Council's requirements.

2.1.6. Examples of possible requirements are:

- particular delivery timescales;
- particular invoicing arrangements and payment profiles;
- additional security needs;
- incidental charges;
- particular mixes of rates and quality;
- where the terms include a price mechanism;
- individual special terms (e.g. specific to the particular products/services that will be provided to meet a particular requirement under the Framework).

2.2. Tenderers are further advised of the following in respect of further competitions:

2.2.1. The Council may opt to use electronic methods for running further competitions and evaluation of tenders will be included within the electronic process;

2.2.2. Equally, the Council may opt to use non-electronic methods;

2.2.3. Interview, presentations and/or site visits may be required as part of the process of further competition;

2.2.4. An electronic reverse auction may be conducted as part of the contract award process at further competition stage (even though an e-auction was not used to appoint Contractors onto the Framework itself)

2.2.5. Whilst further competition is likely to be conducted by the Council, further competition may also be run by the Council on behalf of a collaboration or group of End Users where necessary or desired.

Award Criteria

Submitted tenders were evaluated to find the most suitable Tenderer who can meet the Specification and provide competitiveness of price.

Evaluations were carried out by officers of the Council who followed systematic and comprehensive processes in accordance with the Council's procedures, using the following evaluation criteria and weightings:

Title	Specific Pass / Fail Criteria	Quality Company %	Quality Technical %	Price %
Supply of Rock Salt	No	5	25	70

Details of Framework Agreement

1. Background

1.1. The Council placed a Prior Information Notice in the Official Journal of the European Union (PIN ref 2013/S 070-116309,publication date 10/04/2013) and then a subsequent contract notice in the Official Journal of the European Union (OJEU ref 2013/S 119-202801 EN, publication date 21/06/2013) seeking expressions of interest from providers for a framework of contractors to supply Rock Salt for Winter Highway Maintenance to the Council at various locations throughout the County of Dorset and potentially other Contracting Bodies within the South West Region of England.

1.2. On the basis of the Contractor's tender, the Council selected the Contractors to enter into a framework agreement to provide Goods or Services to Contracting Bodies on a call-off basis in accordance with this Framework Agreement.

1.3. This Framework Agreement sets out the award and ordering procedure for goods which may be required by Contracting Bodies, the main terms and conditions for any Call-Off Contract which Contracting Bodies may conclude and the obligations of the Contractor during and after the term of this Framework Agreement.

1.4. In setting up the Framework, the Council is acting as lead authority on behalf of the Contracting Bodies who may access the Framework.

1.5. The following Councils collaborated on the Framework from the outset and will be contracting bodies under it. Therefore the requirement is also for them and their respective winter highway maintenance operations;

- Bournemouth Borough Council
- Gloucestershire County Council
- Borough of Poole
- Swindon Borough Council

1.6. It is the parties' intention that there will be no obligation for any Contracting Body to award any Orders under this Framework Agreement during its Term.

2. Scope

2.1. The requirements are for the Winter Highway Maintenance service carried out by Dorset Highways Operations

3. Structure

3.1. The Council has appointed three suppliers to this Framework

4. Duration

4.1. The Framework shall be for an initial period of 3 years (commencing 1 October 2013 and ending 30 September 2016) from the official award of the Agreement, with provision to extend for a further 12 months, subject to satisfactory performance making a total 4 year period.

4.2. Contracts awarded under the framework may outlive the expiry of the framework itself.

4.3. The Framework will also be open for further collaboration and access by other public sector bodies within the South West Region of England, subject to prior agreement by the Council. No access shall be given by the Contractor to the Framework without said prior agreement.

4.4. Full details of the classification of potential Contracting Bodies and End User's organisation classification is detailed below:

5. Potential Contracting Bodies / End User Establishments and Geographical Area

5.1. Regions in England: Main Regions South West

See link: http://www.swcouncils.gov.uk/media/documents/Local_Authorities_in_the_South_West_2010_list.pdf

6. Classification of End User Organisations

6.1. Local Authority Councils: County, Unitary, District and Borough Councils. (Parish and Community Councils are also permissible users)

6.2. See link: http://www.direct.gov.uk/en/Dl1/Directories/Localcouncils/index.htm

7. Pricing Terms for Other Contracting Bodies

7.1. Potential contracting bodies may access the Framework based on an agreed schedule of rates plus 1% uplift. The rates would be sought from the framework providers in accordance with the individual contracting bodies' delivery locations and annual stock requirements. This information would have to be provided to the Framework Manager in order to seek rates of supply from all the framework providers.

7.2. The 1% provides for the retrospective rebate payable to the Council by the Contractor in respect of sales accrued by other Contracting Bodies.

Specification Schedule for Framework for the supply of Rock Salt for Winter Highway Maintenance

1. SCOPE

This specification deals with the supply of rock salt for spreading on highways for winter maintenance and covers British and Imported Salt.

2. SPECIFICATION

Supplies shall conform to BS3247:2011 (or equivalent) "Specification for salt for spreading on highways for winter maintenance" as detailed in Table A below:

TABLE A

BS3247:2011 (or equivalent)	
%m/m NaCl	>90%
%m/m CaSO4	<2.5%
%m/m insolubles	<7.5%
%m/m moisture	<4%
Mg/kg Anti caking agent	>30

Insoluble matter contains (maximum limits)	
Copper	3ppm
Cobalt	11ppm
Manganese	11ppm
Zinc	3ppm
Lead	8ppm
Arsenic	3ppm
Selenium	<2ppm
Iodine	<2ppm
Phosphorus	10ppm

All salt supplied shall be Fine Grade Rock Salt (6mm) conforming to BS410-1 test sieve as detailed in Table B below:

TABLE B

Grading BS410 (or equivalent)	
Sieve (mm)	**% passing**
6.3mm	100%
2.36mm	30 to 80%
0.30mm	0 to 20%

Low moisture content rock salt for barn or covered storage shall be transported in covered vehicles and shall arrive at the Council's storage depot with a moisture content not exceeding 2% by mass.

3. COMPLIANCE WITH SPECIFICATION

The Council will from time to time carry out sampling and testing of supplies through its UKAS accredited laboratory in accordance with testing parameters defined within BS3247:2011.

The test results of these samples will be used as an assessment of compliance with the Specification and will be shared with the Contractor.

Analyst's testing fees will be paid by the Council in respect of samples which comply with the specification. If upon analysis a sample does not comply the cost of analysis will be payable by the Contractor.

4. TENDERED RATES

The Contractor shall insert in the Schedule of Rates the rates for each supply area and the ordering periods to which they apply. These rates shall be valid for 12 months and be subject to an annual price review if applicable. The rates tendered shall be in pounds sterling.

5. QUALITY OF SALT AND TESTING

The Council shall have the power to reject any salt which is not in accordance with the conditions and specification either before or after delivery to the Council's storage depot by reason of non-compliance with the Specification. The Contractor shall at his own expense arrange the collection of any rejected loads and shall refund to the Council relevant costs in respect of plant or labour which may have been incurred by the Council in handling such salt prior to its rejection. If not so removed by the Contractor the Council may arrange removal of rejected loads and recover reasonable expenses from the Contractor.

The Council shall be at liberty to obtain salt supplies elsewhere to replace any rejected loads. Any reasonable additional costs incurred in securing alternative supplies shall be deducted from any sum owing to the Contractor or shall be otherwise recoverable from the Contractor.

Representative samples of salt proposed to be supplied under this Contract are to be forwarded upon request to the Council at the Contractor's own expense.

The Council or its representative shall be afforded reasonable access to all facilities where salt supplied under this Contract is being obtained, processed, manufactured, stored or transported for the purposes of assessing compliance with this Contract.

6. STOCK MANAGEMENT

The Contractor shall fully cooperate with and may be required to jointly operate any stock management system utilised by the Council.

The Council shall confirm to the Contractor minimum and maximum stock levels for each of the storage depots at the commencement of the Contract.

7. ORDERING

The Council will endeavour to place an order each April / May for summer bulk re-stock at storage depots.

For winter top up re-ordering, the delivery of salt shall be determined by reference to the minimum and maximum stock levels.

8. DELIVERIES

Deliveries of salt shall be subject to a minimum 48 hours notice and will be made during the Council's normal working hours as defined in Table C below:

TABLE C

Delivery times	
Monday to Thursday	8.00am to 3.30pm
Friday	8.00am to 3.00pm

Deliveries on weekends, Bank Holidays and evenings may be possible in exceptional circumstances and only by prior agreement with the Council.

The Contractor shall forward to the Council or it's representative within 7 days of the delivery of salt, advice notes in respect of each load supplied. These advice notes shall indicate the purchase order number, the net weight of the load, the source of supply, the description of the salt supplied and the delivery location. Each load delivered shall be accompanied by a certified weighbridge ticket from an approved (calibrated) weighbridge. The advice note and weighbridge ticket shall be provided to the Council or its representative at the time of the

delivery. The Contractor shall retain a duplicate copy of the advice note and weighbridge ticket in support of his account. In the case of collected salt, the Contractor shall hand a certified weighbridge ticket to the driver of the lorry (Council's representative) who will receipt a duplicate copy for retention by the Contractor in support of his account.

Title to goods (ownership and responsibility) shall pass to the Council upon delivery or collection against the signed receipt of the Council or its representative.

Supplies shall commence at such times and shall continue at such rates as shall be determined by reference to the Council's stock management system and agreed with the Contractor. In the event of the Contractor failing to supply in the agreed timescales, the Council may obtain salt elsewhere to make up any shortfall.

All salt delivered to the storage depots shall be deposited in accordance with the instructions of the Council or its representative. If the Contractor deposits any salt otherwise than in accordance with the instructions of the Council it shall be removed as required by the Council at the Contractor's own expense. Any additional expense incurred by the Council under the terms of this paragraph may be deducted from any sums due to the Contractor, or be recoverable as ascertained through liquidated damages, unless the Contractor satisfies the Council that the failure to supply is due to mitigating circumstances beyond his direct control e.g. weather conditions or industrial action.

The Council or its representative may from time to time require test weighing of salt deliveries to any of the storage depots. The Contractor's delivery lorries will be directed to the nearest approved weighbridge which will normally be no greater distance than 10km. Unless serious discrepancies are discovered, test weighing will take place for no more than one in twenty lorries delivering salt under this Contract.

1. DEFINITIONS

1.1 **`Contract'** means the legally binding agreement for the provision of Goods and Services made between a Contracting Body and the Contractor comprising an Order and these clauses;

1.2 **'Commencement Date'** means the date set out in the Order;

1.3 **'Commercially Sensitive Information'** means, if relevant, the information listed in a schedule or order comprised of trade secrets and information provided by the Contractor to the Contracting Body in confidence;

1.4 **'Confidential Information'** means any information in this Contract and of either party which forms the subject matter of any patent, copyright, registered design or other protected propriety right, information of the other party designated as "Commercially Sensitive Information" or information which is by its nature clearly confidential;

1.5 '**Contracting Bodies**' or `**Contracting Body**' means the Council or any other contracting bodies identified in the Order;

1.6 **'Contracting Officer'** means the representative of the Contracting Body appointed by the Contracting Body to act on its behalf for the purpose of managing the Order;

1.7 **'Contract Price'** means the price (exclusive of any applicable VAT), payable to the Contractor by the Contracting Body as set out in the Order for the full and proper performance by the Contractor of its obligations under the Contract;

1.8 **'Contractor'** means the person, firm or company with whom the Contracting Body enters into the Contract to supply the Goods and Services as set out in the Order, and shall include the Contractor's Employees, personal representatives, successors and permitted assigns;

1.9 **'Default'** means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Employees in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other;

1.10 **'DPA'** means the Data Protection Act 1998;

1.11 **'Employees'** means all persons employed by the Contractor together with the Contractor's servants, agents and sub-contractors used in the performance of its obligations under the Contract;

1.12 **'Equipment'** means the Contractor's equipment, plant and materials used in the performance of its obligations under the Contract;

1.13 **'FOIA'** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time with any guidance and/or codes of practice issued by the Information Commissioner in relation to the legislation;

1.14 **`Force Majeure'** means any event or occurrence which is outside the reasonable control of the party concerned and which is not attributable to any act or failure to take preventative action by that part, including fire; flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster; natural or man-made, but excluding:

1.14.1 any industrial action occurring within the Contractor's or any sub-contractor's organisation; or

1.14.2 the failure by any sub-contractor to perform its obligations under any sub-contract.

1.15 **'Framework Agreement'** or **`Agreement'** means the framework agreement between Dorset County Council and the Contractor commencing 1 October 2013 for the supply of rock salt for winter highway maintenance;

1.16 **'Goods and Services'** means the supply and delivery of Goods and Services to be supplied as specified in the Order. Any reference to Goods shall apply equally to the performance of Services as appropriate unless otherwise stated;

1.17 **'Intellectual Property Rights'** means patents, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;

1.18 **`Management Information'** means files, usage records, changing information, and such other management information as the Contractor is obliged to retain for information for the Contracting Body;

1.19 **'Month'** means calendar month;

1.20 **'Order'** means an order for Goods and Services served by any Contracting Body on the Contractor in accordance with this Contract and the Framework Agreement;

1.21 **'Party'** means the Contracting Body or the Contractor;

1.22 **'Premises'** or **'Site'** means any location where the Goods and Services are delivered, or the Goods are required to be collected, as set out in the Order;

1.23 **'Prohibited Act'**: the following constitute Prohibited Acts:

1.23.1 to directly or indirectly offer, promise or give any person working for or engaged by the Contracting Body a financial or other advantage to:

i) induce that person to perform improperly a relevant function or activity; or

ii) reward that person for improper performance of a relevant function or activity;

1.23.2 to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

1.23.3 to commit any offence:

i) under the Bribery Act; or

ii) under the legislation creating offences concerning fraudulent acts; or

iii) at common law concerning fraudulent acts relating to this Contract or any other contract or agreement with the Contracting Body; or

1.23.4 to defraud, attempt to defraud or conspire to defraud the Contracting Body.

1.24 **'Specification'** means the scope of the Goods and Services to be provided as set out in Appendix 2 of the Framework Agreement and in the Order;

1.25 **'Working Days'** means Monday to Friday inclusive but not including any declared public holiday.

2. INTERPRETATION

2.1 The interpretation and construction of the Contract shall be subject to the following provisions:

2.1.1 Reference to the singular includes the plural and vice versa and references to any gender includes both genders;

2.1.2 The words "include", "includes" and "including" are construed as though they were immediately followed by the words "without limitation";

2.1.3 References to any person shall include persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted together with their successors and permitted assigns and transferees;

2.1.4 The headings in the Contract are included for ease of reference only and shall not affect the interpretation or construction of the Contract;

2.1.5 Any periods of time referred to in the Contract and expressed in days shall refer to calendar days unless stated otherwise;

2.1.6 Any reference to any statute or any section of any statute includes any statutory extension, amendment, modification, consolidation or re-enactment and any statutory instrument, order or regulation made under any statue for the time being in force;

2.1.7 Reference to a clause is a reference to the whole of that clause unless stated otherwise.

3. GENERAL PROVISIONS

3.1 **Contractor's Status**

3.1.1 At all times during the Contract Period the Contractor shall be an independent contractor and nothing in this Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of this Contract.

3.2 **Entire Agreement**

3.2.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.

3.2.2 In the event of any conflict between the Order, the clauses of the Contract and any document referred to in those clauses, the conflict shall be resolved in the following order of precedence:

a) the Order;

b) the clauses of the Contract; and

c) any other document referred to in the clauses of the Contract.

3.3 **Notices**

3.3.1 Any notice to be given under this Contract shall be in writing and shall be hand delivered or sent by first class mail to the address of the Contractor and the Contracting Body at the head of the Contract or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

3.3.2 Provided the notice sent as above is not returned as undelivered it shall be deemed to have been received:

a) if delivered by hand before 4pm on a Working Day, at the time of delivery, otherwise receipt will be deemed to occur at 9am on the next following Working Day; or

b) if delivered by first class inland mail, two Working Days after the day of posting.

3.3.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted.

3.4 **Conflicts of Interest**

3.4.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor its Employees or any servant, agent or sub-contractor is placed in a position where there is or may be an actual conflict or a potential conflict between the pecuniary or personal interests of the Contractor or such persons and the duties owed to the Contracting Body under the provisions of this Call-Off Contract. The Contractor will disclose to the Contracting Body full particulars of any such conflict of interest which may arise.

4. SUPPLY OF GOODS AND SERVICES

4.1 The Goods and Services

4.1.1 The Contractor shall supply the Goods and Services in accordance with the Contracting Body's requirements in the Framework Agreement, the Specification, the Order, any obligations implied by Section 12 or 14 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 and all relevant specifications applicable to such including those of the British Standards Institute or European equivalent (or if there be no such specification, to the highest standard).

4.1.2 The Contractor acknowledges that the Contracting Body relies on the skill and judgment of the Contractor in the supply of the Goods and Services and the performance of its obligations under the Contract.

4.2 Delivery

4.2.1 The Contractor shall deliver the Goods and Services at the time(s) and date(s) specified in the Order and strictly in accordance with the Specification at all times.

4.2.2 The Contractor shall not make delivery of the Goods and Services without the Contracting Body's prior approval.

4.2.3 **Time of delivery shall be of the essence** and if the Contractor fails to deliver the Goods and Services within the time specified by the Contracting Body, the Contracting Body may release itself from any obligation to accept and pay for the Goods and Services and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Contracting Body.

4.2.4 The Contracting Body shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Contracting Body elects not to accept such over-delivered Goods it shall give notice in writing to the Contractor to remove them within five Working Days and the Contractor shall refund to the Contracting Body any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Contracting Body may dispose of such Goods and charge the Contractor for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Contractor unless they are accepted by the Contracting Body. The Contracting Body shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Order.

4.2.5 In delivering the Goods and Services to the Premises the Contractor shall take all reasonable care to avoid injury to persons and damage to property.

4.2.6 The Contractor shall comply with all reasonable security requirements relating to the Premises communicated to it by the Contracting Body and shall ensure that all its Employees, agents and sub-contractors shall likewise comply with such requirements.

4.3 Ownership and Risk

4.3.1 Ownership and risk in Goods supplied in accordance with the terms of the Order shall, without prejudice to any other rights or remedies of the Contracting Body, pass to the Contracting Body at the time of acceptance of delivery.

4.3.2 The Contracting Body disclaims all responsibility for the security of Goods delivered and left on the Premises by the Contractor if they should fail to obtain receipt for their acceptance from a person authorised to receive them.

4.3.3 All Equipment belonging to the Contractor which is brought onto the Contracting Body's Premises shall be at the Contractor's risk. Such Equipment shall be regularly maintained and comply at all times with relevant health and safety requirements.

4.4 **Non-Delivery**

4.4.1 Where specified by the Contracting Body, on dispatch of any consignment of the Goods the Contractor shall send the Contracting Body an advice note specifying the date of dispatch and the volume of the Goods. Where the Goods, having been placed in transit, fail to be delivered to the Contracting Body on the due date for delivery, the Contracting Body shall, (provided that the Contracting Body has been advised in writing of the dispatch of the Goods), within ten (10) Working Days of the notified date of delivery, give notice to the Contractor that the Goods have not been delivered and request the Contractor free of charge to deliver substitute Goods within the timescales specified by the Contracting Body or terminate the Contract.

4.5 **Rejection**

4.5.1 The Contracting Body may by written notice to the Contractor reject any of the Goods and Services which fail to meet the Specification and/or the terms of the Order. Such notice shall be given within a reasonable time after delivery to the Contracting Body of such Goods and Services. If the Contracting Body rejects any of the Goods and Services pursuant to this clause the Contracting Body may (without prejudice to other rights and remedies) either:-

a) have such Goods and Services promptly, and in any event within five (5) Working Days, replaced by the Contractor with Goods and Services which conform in all respects with the Specification and the Order and due delivery shall not be deemed to have taken place until such replacement has occurred; or

b) treat the Contract as discharged by the Contractor's breach and obtain a refund from the Contractor in respect of the Goods and Services concerned together with payment of any additional expenditure reasonably incurred by the Contracting Body in obtaining other Goods and Services in replacement provided that the Contracting Body uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods and Services.

4.5.2 The issue by the Contracting Body of a receipt note for the Goods and Services shall not constitute any acknowledgement of the condition, quantity or nature of those Goods and Services.

4.5.3 Any Goods and Services rejected or returned by the Contracting Body as described in clause 4.5.1 shall be returned to the Contractor at the Contractor's risk and expense.

5. CONTRACT PERFORMANCE

5.1.1 The Contractor shall perform its obligations under the Contract:-

a) with appropriately experienced, qualified and trained Employees with all due skill, care and diligence;

b) in a timely manner; and

c) in compliance with all applicable legislation, including but not limited to, any obligations implied by Section 12 and 14 of the Sale of Goods Act 1979 and Section 2 of the Supply of Goods and Services Act 1982.

5.1.2 The Contractor shall ensure that the Goods and Services conform in all respects with the Specification and are fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Contractor by the Contracting Body.

6. PAYMENT AND CONTRACT PRICE

6.1 Contract Price

6.1.1 In consideration of the Contractor's performance of its obligations under the Contract, the Contracting Body shall pay the Contract Price in accordance with clause 6.2.

6.1.2 The Contracting Body shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Goods and Services supplied in accordance with the Contract.

6.1.3 Payment shall, unless otherwise stated, be deemed to be inclusive of all costs, expenses and overheads of any kind incurred by the Contractor including delivery costs.

6.2 Payment and VAT

6.2.1 In consideration of the Contractor performing its obligations under the Contract, the Contracting Body shall pay all sums due to the Contractor in cleared funds within thirty (30) days of receipt of a valid invoice.

6.2.2 Invoices must legibly state:

a) the full name and address of the Contracting Body that ordered the Goods and Services together with the official order number;

b) the address of the Premises where the Goods and Services were delivered;

c) a full and proper description of the Goods and Services delivered at the price set out in the Pricing Schedule;

d) and such other requirements as set out in the Specification.

6.2.3 All payments will be made in sterling unless otherwise agreed by the Parties.

6.2.4 If the Contracting Body intends to withhold all or any part of a payment it must not later than 5 Working Days before the final date for payment give notice to the Contractor to that effect which notice must specify the amount proposed to be withheld and the ground for doing so.

6.3 **Recovery of Sums Due**

6.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Contracting Body in respect of any breach of the Contract), the Contracting Body may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement or contract with the Contracting Body.

6.3.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

6.3.3 The Contractor shall make any payments due to the Contracting Body without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Contracting Body to the Contractor.

7. STATUTORY OBLIGATIONS AND REGULATIONS

7.1 **Discrimination**

7.1.1 The Contractor shall not unlawfully discriminate in the supply of the Goods and Services either directly or indirectly on such grounds as race, colour, ethnic or national origin, culture and linguistic background, disability, gender or sexual orientation, religion, belief or age and without prejudice to the generality of the foregoing shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant legislation, or any statutory modification or re-enactment.

7.1.2 The Contractor shall at all times operate a policy of equal opportunity in both staffing and service delivery which accords with that of the Contracting Body. The Contractor will forward a copy of this policy to the Contracting Body when required to demonstrate its operation in the supply of the Goods and Services.

7.1.3 The Contractor shall take all reasonable steps to secure the observance of clause 7.1.1 by all servants, Employees, agents sub-contractors employed in the execution of the Contract.

7.2 **The Contracts (Rights of Third Parties) Act 1999**

7.2.1 A person who is not a Party to the Contract shall not have any rights under or in connection with it.

7.3 **Sustainability**

7.3.1 The Parties are committed to the protection of the environment and to promote sustainable development, especially ways in which to eliminate waste, recycle and re-use.

7.3.2 The Contractor shall comply with the obligations regarding sustainability set out in the Specification.

7.4 **Health and Safety**

7.4.1 The Contractor shall comply with the requirements of the Specification and the Health and Safety at Work etc. Act 1974 and all other Acts, orders, regulations and codes of practice relating to health and safety which may apply to the performance of the Contract.

7.4.2 The Contractor shall promptly notify the Contracting Body of any health and safety hazards or any incident which causes personal injury or damage which may arise in connection with the performance of the Contract.

7.4.3 The Contractor shall make its health and safety policy statement available on request.

7.4.4 The Contracting Body shall be empowered to suspend the performance of the Contract in the event of non-compliance by the Contractor with its legal duties in health and safety. The Contractor shall not resume performance of the Contract until the Contracting Body is satisfied that the non-compliance has been rectified.

8. CONTROL OF THE CONTRACT

8.1 **Assignment and Sub-Contracting**

8.1.1 The Contractor shall not transfer, assign, novate or sub-contract directly or indirectly to any person or persons any portion of this Contract without the previous permission of the Contracting Body.

8.1.2 Sub-contracting any part of this Contract shall not relieve the Contractor of any obligation or duty attributable to the Contractor under this Contract. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.

8.1.3 The Contracting Body shall be entitled to assign the benefit of this Contract or any part of it and shall give written notice of any assignment to the Contractor.

8.2 **Waiver**

8.2.1 Failure by the Contracting Body or the Contractor to insist on strict performance of the Contract or to exercise any right or remedy upon breach of any provision of the Contract shall not constitute a waiver of the contract conditions or a waiver of any subsequent breach or Default in the performance of the Contract.

8.2.2 The rights and remedies provided in this Contract are cumulative and not exclusive of any rights and remedies provided by law.

8.3 **Variation**

8.3.1 Subject to the provisions of this clause 8.3, the Contracting Body may request a variation to the Goods and Services ordered provided that such variation does not amount to a material change to the Order.

8.3.2 The Contracting Body may request a variation by giving sufficient information for the Contractor to assess the extent of the variation and any additional cost that may be incurred. The Contractor shall respond to a request for a variation within the time limits specified by the Contracting Body.

8.3.3 In the event that the Parties are unable to agree a change to the Contract Price, the Contracting Body may:-

a) agree to continue to perform their obligations under the Contract without the variation; or

b) terminate the Contract with immediate effect, except where the Contractor has already delivered part of all of the Order, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure detailed in clause 11.2.

8.3.4 If the Parties agree the variation, the Contractor shall carry out such variation and be bound by the same provisions so far as is applicable, as though such variation was stated in the Contract.

8.4 **Severability**

8.4.1 If any part of this Contract becomes invalid, illegal or unenforceable, the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted which gives effect to their original intentions.

8.5 **Remedies in the event of inadequate performance**

8.5.1 In the event that the Contracting Body is of the reasonable opinion that there has been a material breach of the Contract by the Contractor, then the Contracting Body may, without prejudice to its rights under clause 10, do any of the following:-

a) without terminating the Contract, itself supply or procure the supply of all or part of the Goods and Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Contracting Body that the Contractor will once more be able to supply all or such part of the Goods and Services in accordance with the Contract;

b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Goods and Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Goods and Services;

c) terminate, in accordance with clause 10 the whole of the Contract; and/or

d) charge the Contractor for, and the Contractor shall pay, any costs reasonably incurred by the Contracting Body (including any reasonable administration costs) in respect of the supply of any part of the Goods and Services by the Contracting Body or a third party, provided that the Contracting Body uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods and Services.

8.5.2 If the Contractor fails to supply any of the Goods and Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Contracting Body may instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 (ten) Working Days of the Contracting Body's instructions or such other period of time as the Contracting Body may direct.

8.5.3 In the event that the Contractor:-

a) fails to comply with clause 8.5.2 above and the failure is materially adverse to the interests of the Contracting Body or prevents the Contracting Body from discharging a statutory duty; or

b) persistently fails to comply with clause 8.5.2 above;

the Contracting Body may terminate the Contract with immediate effect by giving the Contractor notice in writing.

8.5.4 Without prejudice to any other right or remedy which the Contracting Body may have, if any Goods and Services are not supplied in accordance with, or the Contractor fails to comply with any of the terms of the Contract, the Contracting Body shall be entitled to avail itself of any one or more of the following remedies at its discretion whether or not any part of the Goods and Services have been accepted by the Contracting Body:-

a) to rescind the Order;

b) to reject the Goods and Services (in whole or in part) and return them to the Contractor at the risk and cost of the Contractor on the basis that a full refund for the Goods and Services so returned shall be paid forthwith by the Contractor;

c) at the Contracting Body's option to give the Contractor the opportunity at the Contractor's expense to either remedy any defect in the Goods and Services or to supply replacement Goods and Services;

d) to refuse to accept any further deliveries of the Goods and Services but without any liability to the Contracting Body; and

to claim such damages as may have been sustained in consequence of the Contractor's breach or breaches of the Contract.

Liquidated Damages

8.5.5 If the Contractor fails to deliver the Goods and Services by the date agreed the Contractor shall pay the Contracting Body a sum by way of liquidated damages for each day between the date agreed for delivery and the date on which the Goods are delivered to the Contracting Body equal to 2% of the Contract Price for the relevant Goods, up to a maximum amount of 5% of the Contract Price for the relevant Goods.

8.5.6 During the period for which the Contracting Body chooses to invoke this clause, liquidated damages shall be the Contracting Body's only remedy for any loss or damage suffered or incurred by the Contracting Body in relation to the failure by the Contractor to deliver the Goods and Services by the agreed date.

8.5.7 The Contractor shall not be obliged to pay any sums pursuant to clause 8.5.5 if and to the extent that the failure by the Contractor to deliver the Goods and Services by the agreed date directly results from the Contracting Body's default.

9. LIABILITIES

9.1 Liability, Indemnity and Insurance

9.1.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:-

a) death or personal injury caused by its negligence or that of its Employees;

b) fraud or fraudulent misrepresentation by it or its Employees; or

c) any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

9.1.2 Subject to clause 9.1.3 and clause 9.1.4 the Contractor shall indemnify and keep indemnified the Contracting Body in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Goods and Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Employees on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor. The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Contracting Body or by breach by the Contracting Body of its obligations under the Contract.

9.1.3 Subject always to clause 9.1.1 and clause 9.1.4, the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed £1,000,000 (one million pounds).

9.1.4 Subject to clause 9.1.1, in no event shall either Party be liable to the other for any loss of profits, loss of business, loss of revenue, loss of or damage to goodwill, loss of savings (whether anticipated or otherwise) and/or any indirect or consequential loss or damage.

9.1.5 The Contracting Body may, amongst other things, recover as a direct loss:

a) any additional operational and/or administrative expenses arising from the Contractor's Default ;

b) any wasted expenditure or charges rendered necessary and/or incurred by the Contracting Body arising from the Contractor's Default (to include wasted staffing costs in the event of delayed delivery); and

c) the additional cost of procuring replacement Goods and Services following termination of the Contract as a result of a Default by the Contractor.

9.1.6 The Contractor shall effect and maintain the following insurances at its own expense for the duration of the Contract arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor:

a) a valid policy or policies of public liability insurance with a minimum level of indemnity of £5 million for any one claim;

b) a valid policy or policies or employer's liability insurance with a minimum level of indemnity of £10 million for any one claim in respect of all sums the Contractor is found legally liable to pay for injury, illness or disease suffered by an employee of the Contractor acting in course of his duties;

c) a valid policy or policies of product liability insurance with a minimum level of indemnity of £1 million for any one claim.

9.1.7 The Contractor shall give the Contracting Body, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

9.1.8 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract the Contracting Body may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

9.1.9 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.

9.2 **Warranties and Representations**

9.2.1 The Contractor warrants and represents that:-

a) it has full capacity and authority and all necessary consents to enter into and perform its obligations under the Contract and the Contract is executed by a duly authorised representative of the Contractor;

b) it will supply the Goods and Services using reasonable care, skill and diligence using suitably qualified Employees and in accordance with generally accepted industry standards and practice;

c) in entering the Contract it has not committed any fraud;

d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;

e) it is not subject to any contractual obligation, compliance with which is likely to have an adverse affect on its ability to perform its obligations under the Contract; and

f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue.

10. DEFAULT, DISRUPTION AND TERMINATION

10.1 Termination

10.1.1 The Contracting Body may terminate the Contract with immediate effect by giving notice in writing where in respect of the Contractor:-

a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or

b) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or

c) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

d) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

e) it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or

f) the Contractor undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 which impacts adversely and materially on the performance of the Contract. The Contracting Body may only exercise its right to terminate within six months after a change of control occurs.

10.1.2 The Contracting Body shall be entitled to terminate this Contract immediately and recover from the Contractor the amount of any loss resulting from such cancellation if, in relation to any agreement with the Contracting Body, the Contractor or any person employed by him or acting on his behalf shall have committed an offence under the Bribery Act 2010 or shall have given any fee or reward, the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.

10.1.3 The Contracting Body may terminate the Contract by giving written notice to the Contractor with immediate effect if the Contractor commits a material Default and if:

a) the Contractor has not remedied the Default to the satisfaction of the Contracting Body within ten (10) Working Days, or such other period as may be specified by the Contracting Body after issue of a written notice specifying the Default and requesting it to be remedied; or

b) the Default is not, in the opinion of the Contracting Body, capable of remedy.

10.1.4 The Contracting Body shall have the right to terminate the Contract at any time by giving thirty days written notice to the Contractor.

10.1.5 The Contracting Body may terminate the Contract by giving written notice to the Contractor with immediate effect if the Framework Agreement is terminated for any reason whatsoever.

10.2 **Consequences of Expiry or Termination**

10.2.1 Where the Contracting Body terminates the Contract under clause 10.1.3 and then makes other arrangements for the supply of the Goods and Services, the Contracting Body may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Contracting Body throughout the remainder of the Contract Period. The Contracting Body shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated due to the Contractor's Default, no further payments shall be payable by the Contracting Body until the Contracting Body has established the final cost of making those other arrangements.

10.2.2 Where the Contracting Body terminates the Contract under clause 10.1.4, the Contracting Body shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Contractor shall reduce its unavoidable costs by any insurance sums available.

10.2.3 The Contracting Body shall not be liable under clause 10.2.2 to pay any sum which:-

a) was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

b) when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated prior to the expiry of the Contract period.

10.2.4 Save as otherwise expressly provided in the Contract, termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

10.3 **Disruption**

10.3.1 The Contractor shall immediately inform the Contracting Body of any actual or potential industrial action, whether such action be by its own Employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

10.3.2 In the event of industrial action by the Employees, the Contractor shall seek the Contracting Body's approval to its proposals for the continuance of the supply of the Goods and Services in accordance with its obligations under the Contract.

10.3.3 If the Contractor's proposals referred to in clause 10.3.2 are considered insufficient or unacceptable by the Contracting Body acting reasonably then the Contract may be terminated with immediate effect by the Contracting Body by notice in writing.

10.3.4 If the Contractor is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Contracting Body, an appropriate allowance by way of extension of time will be approved by the Contracting Body. In addition, the Contracting Body will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

10.4 **Recovery upon Termination**

10.4.1 On the termination of the Contract for any reason, the Contractor shall:

a) immediately deliver to the Contracting Body all property that may have been provided to the Contractor by the Contracting Body.

b) assist and co-operate with the Contracting Body to ensure an orderly transition of the provision of the Services to the replacement contractor and/or the completion of any work in progress.

10.5 **Force Majeure**

10.5.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay

or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of six Months, either Party may terminate the Contract with immediate effect by notice in writing.

10.5.2 Any failure or delay by the Contractor in performing its obligations under the Contract which results from any failure or delay by an agent, supplier or sub-contractor shall be regarded as due to Force Majeure only if that agent, supplier or sub-contractor is itself impeded by Force Majeure from complying with an obligation to the Contractor.

10.5.3 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or which is likely to give rise to any such failure or delay on its part as described in clause 10.5.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

11. DISPUTES AND LAW

11.1 Law and Jurisdiction

11.1.1 This Contract shall be governed by and interpreted in accordance with English law and each Party agrees to submit to the exclusive jurisdiction of the English courts.

11.2 Dispute Resolution

11.2.1 It is the intention of the Parties to settle amicably by negotiation all disagreements and differences on matters relating to this Contract.

11.2.2 In the event that any disagreement or difference of opinion arises out of this Contract the matter shall be dealt with as follows:

a) the Contracting Body's Contracting Officer and the Contractor representative shall meet to seek resolution. In the event that they do not meet within ten Working Days of the date on which either party convenes a meeting to resolve the matter or should they not be able to resolve the matter within ten Working Days of the first meeting, the matter shall be promptly referred by either Party to the next level of management within the respective organisations for immediate resolution.

b) if within fourteen Working Days of the matter having been referred to the next level of management no agreement has been reached as to the matter in dispute, the Parties shall thereafter seek to determine the matter in dispute by adopting the procedure set out below.

11.3 An independent expert shall be appointed by agreement between the Parties. The Parties shall promptly furnish to such expert all information relating to the dispute to enable him to give a decision as to what course of action in his reasonable opinion ought to be followed to give an outcome equitable to the Parties taking into account the respective rights and obligations of the Parties.

11.4 The decision of the expert shall be final and binding on the Parties.

11.5 The Parties shall share equally the fees and expenses of the expert unless the expert directs otherwise.

11.6 In respect of all other disputes either Party may refer the matter for decision to arbitration whereupon the Parties shall comply with the following provisions:

11.6.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;

11.6.2 the arbitration fees shall be met by the Contracting Body and Contractor in equal shares;

11.6.3 the decision of the arbitrator shall be binding on the Parties.

Appendix 2: User Agreement

(External bodies only)

(SWCE-96KGWQ) Framework for the Supply of Rock Salt for Winter Highway Maintenance

This form is available as a separate electronic document.
Please email: a.j.langston@dorsetcc.gov.uk

TO BE COMPLETED BY THE END USER ORGANISATION

Before conducting any activity under this framework, please complete this form and return it (by post, fax or email) to Dorset County Council *(return details below).*

USER AGREEMENT

I confirm that the End User Organisation detailed below wishes to access the above-mentioned Framework Agreement, and that in doing so the End User Organisation:

- will act in accordance with the guidance and instructions set out in this User Guide and in accordance with the Public Contracts Regulations 2006, as amended;
- will comply in all respects with the Framework Agreement and the Call-Off Contract terms and conditions, which it is deemed to accept in entering into this Agreement, and will not do anything that may put the Contracting Authority in breach of its obligations under the Framework Agreement.
- will inform the Council immediately if it becomes aware of any issue that may give rise to a breach of the Framework Agreement.
- accepts that it is independently responsible for the conduct of its award of Call-Off Contracts under the Framework Agreement and that the Contracting Authority is not responsible or accountable for the conduct of the End User Organisation in relation to the Framework Agreement or for the performance or non-performance of any Call-Off Contract between the End User Organisation and any framework provider.
- will indemnify, defend and hold harmless the Contracting Authority against all actions, claims, costs, expenses and damages arising from any claim by or against any framework provider pursuant to entering into a Call-Off Contract under the Framework Agreement.
- will co-operate with the Contracting Authority to provide all such information as may be required by the Contracting Authority to monitor a framework provider's performance under the Framework Agreement.

Definition: Contracting Authority means Dorset County Council.

I confirm I am authorised to enter into this Agreement on behalf of the User Organisation detailed below:-

Name of User Organisation:	
Address:	
Telephone:	
E-mail:	
Name:	

Position:	
Signature:	
Date:	

Please also provide your salt depot delivery locations and maximum stock capacity below:

Depot	Site Name	Postcode	Maximum capacity (Tonnes)	Estimated Volume per annum
1				
2				
3				
4				
5				

Return this form to:

Via Post: Adam Langston, Dorset County Council, Dorset Procurement, Level 3 NE Wing, County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ

Or Via Fax: 01305 228567 **Or via Email to:** a.j.langston@dorsetcc.gov.uk

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Dorset County Council

Dorset County Council Acknowledgement (To be completed by DCC)

Name:	
Position:	
Signature:	
Date:	

Appendix 3: Feedback Form

(External bodies only : internal users contact Dorset Procurement)

(SWCE-96KGWQ) Framework for the Supply of Rock Salt for Winter Highway Maintenance

This form is available as a separate electronic document.
Please email: a.j.langston@dorsetcc.gov.uk

Name of Contracting Body / End User Organisation			
Your Details (Name, Title, E-mail address etc)			
1	Name of Contractor engaged by your organisation		
2	Approximate value of business placed with the Contractor – per annum		
3	Method of procurement?	☐ Direct call off	
		☐ Further Competition	
4	If via Further Competition exercise, how many Contractors submitted a bid?		
5	Assessment of overall performance of the Contractor	☐ Excellent	☐ Adequate
		☐ Good	☐ Poor
6	Assessment of the Contractor performance	☐ Excellent	☐ Adequate
		☐ Good	☐ Poor
5	Assessment of Contractual Management performance	☐ Excellent	☐ Adequate
		☐ Good	☐ Poor
6	Quality of Contractor's communication, quotations etc	☐ Excellent	☐ Adequate
		☐ Good	☐ Poor
7	Any other feedback:		

Notes

Access to Framework – Other Contracting Bodies

Before conducting any activity under this Framework it is a requirement for potential Users to complete the User Agreement (Appendix 2 on pages 28 & 29) and return it to Dorset County Council.

User Guide

We have endeavoured to outline basic information within this User Guide however if further details are required or you have a query on any aspect of this agreement then please do contact the lead below.

Contact:

Adam Langston, Assistant Category Manager
Email: a.j.langston@dorsetcc.gov.uk Tel: 01305 221257

Dorset County Council
Dorset Procurement, County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ